

9/15/05 4:09:01
BK 510 PG 19
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

BK 0351 PG 0459

STATE MS.-DESOTO CO.
FILED

APR 28 11 19 AM '99

WARRANTY DEED

BK 351 PG 459
W.E. DAVIS CH. CLK.

This Deed of Conveyance is this day made by the undersigned HARRY PHILLIP WALTON, JR. AND WIFE, SALLY MADISON WALTON, hereinafter referred to as the GRANTORS, and CHARLES W. PARKER, JR., hereinafter referred to as the GRANTEE, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the GRANTEE to the GRANTORS, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTORS, HARRY PHILLIP WALTON, JR. AND WIFE, SALLY MADISON WALTON, the GRANTORS do hereby and by these presents sell, convey, and warrant unto CHARLES W. PARKER, JR., the GRANTEE, the hereinafter described real property located in DeSoto County, Mississippi, and being described as follows, to-wit:

TRACT I: Commencing at the Northeast corner of the Southwest Quarter of Section 8, Township 3 South, Range 9 West; thence South $84^{\circ} 00' 00''$ West 160.00 feet to an iron pin being the Point of Beginning and the Northeast Corner of said tract; thence South $84^{\circ} 00' 00''$ West 1,586.29 feet to an iron pin; thence South $08^{\circ} 49' 13''$ West 156.00 feet to an iron pin; thence South $72^{\circ} 42' 09''$ West 455.00 feet to an iron pin in Tanyard Road; thence along Tanyard Road with the following calls; South $58^{\circ} 20' 27''$ East 136.64 feet with a circular curve whose Delta Angle is $46^{\circ} 04' 39''$ Rt., Radius is 359.46 feet and Arc is 289.08 feet, to an iron pin; thence North $74^{\circ} 55' 28''$ East 368.93 feet to an iron pin on the shore of Anchor Lake; thence North $83^{\circ} 07' 30''$ East 1,039.00 feet to a point in Anchor Lake; thence North $78^{\circ} 30' 00''$ East 266.49 feet to a point in Anchor Lake; thence North $10^{\circ} 50' 25''$ East 487.49 feet to the Point of Beginning; containing 20.23 acres, more or less. All bearings references to magnetic North.

The foregoing covenant of warranty is made subject to rights of ways and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi; and to any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property; and further subject to any unrecorded rights of way or

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easements; and any discrepancies, conflicts, encroachments, or shortages in area and boundaries which a correct survey and/or physical inspection of the property would reveal.

That this conveyance shall be subject to all restrictive covenants of record, as well as the following restrictive covenants:

- A. That in the event this property is subdivided, there shall be allowed only one dwelling house and one boat per lot and/or tract of land. The maximum horsepower allowed for any motorized boat on "Anchor" lake shall be 10 h.p.
- B. That no lot and/or tract in any subdivision of said property is to be less than 5.0 (five) acres in size.
- C. That all property owners, if said property is subdivided, are to share equally in the cost of upkeep and maintenance of the levees and the lake, if such property adjoins said lake.
- D. That all homes shall be built on site and there will be a minimum size of 1200 square feet under roof on any new construction. There shall be no manufactured housing or mobile homes allowed on any lot or tract on any subdivision on this property.
- E. That no amendment or modification may be made to the restrictive covenants as set forth herein without approval of at least 50% of the ownership of said property, including any subsequent owners of lots as a result of any future development of the property and in no event shall any amendment be allowed to any of these covenants within two (2) years from this date.

That the GRANTORS herein reserve unto themselves one-half of the mineral rights in said property.

That further, the Grantee agrees that no timber shall be cut or dirt work done until such time as the indebtedness due the Grantors, as secured by a Deed of Trust on said property, is paid in full.

Taxes and assessments against said property for the year 1999 shall be prorated as of the date of this deed and taxes and assessments for the year 2000 shall be the sole responsibility of the GRANTEE, and all subsequent years are hereby excepted from the foregoing covenant of warranty.

Possession shall be given upon delivery of this deed.

WITNESS the signature of the GRANTORS on this the 26th day of April, 1999.

Harry Phillip Walton, Jr.
HARRY PHILLIP WALTON, JR.

Sally Madison Walton
SALLY MADISON WALTON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 26th day of April, 1999, within my jurisdiction, the within named, HARRY PHILLIP WALTON, JR. AND WIFE, SALLY MADISON WALTON, who acknowledged that they executed the above and foregoing instrument.

Kenneth E. Stockton
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 24, 1999

(SEAL)

GRANTORS' ADDRESS:
1117 Pine Hill Drive
Raymond, MS 39154
BUS. TEL.: N/A

GRANTEES' ADDRESS:
325 Flushing Cove
Hernando, MS 38632
RES. TEL.: (601) 429-3208
BUS. TEL.: (601) 280-4002

Prepared by: KENNETH E. STOCKTON,
ATTORNEY AT LAW
5 WEST COMMERCE STREET
HERNANDO, MS 38632
601-429-3469

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NOTE: This instrument is being re-recorded to correct scrivners error's in the legal description.